

# **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE TOWNSHIP OF LITTLE EGG HARBOR**

**OCEAN COUNTY, NEW JERSEY**

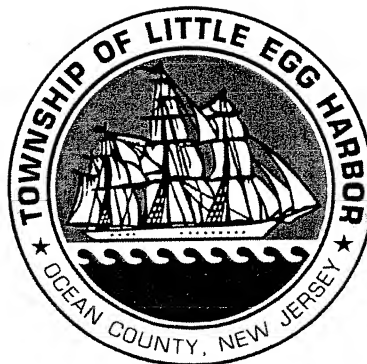
**AND**

**THE NEW JERSEY STATE**

**POLICEMAN'S BENEVOLENT ASSOCIATION**

**PBA local 295**

**January 1, 2007 through December 31, 2009**



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*ARTICLE I*

**ASSOCIATION RECOGNITION**

- A. The Township hereby recognizes PBA Local 295 as the sole and exclusive representative of all sworn officers from the rank of sergeants and below for the purpose of bargaining with respect to rates of pay, wages, hours of work and other working conditions. The collective negotiations unit shall exclude all other employees.
- B. The title, "**Police Officer**," includes all "**regular**" police officers assigned to the plain clothes unit and police officers and sergeants, but shall not include superior officers, clerical employees, public safety telecommunications officers, matrons, all managerial executive, confidential, and supervisory employees within the meaning of the New Jersey Employer- Employee relations Act, conditionally appointed employees [N.J.A.C. 4A: 4-1.4]; provisionally appointed employees [N.J.A.C. 4A: 4-1.5]; interim employees [N.J.A.C. 4A:4-1.6]; temporary employees [N.J.A.C. 4A:4-1.7]; employees appointed on emergency basis [N.J.A.C. 4A:4-1.8]; employees subject to temporary transfers [N.J.A.C. 4A:4-7.1(d)]; or emergency transfers [N.J.A.C. 4A:4-7.1(e)]; and all other employees.
- C. The word "**member**" mentioned throughout the remainder of this Agreement shall mean PBA member of the Little Egg Harbor Township Police Department covered by this Agreement.
- D. An employee in the bargaining unit on the effective date of this Agreement who does not join the union within ninety (90) calendar days thereafter, any new employee who does not join within ninety (90) calendar days of the initial employment within the unit, any previously employed person within the unit who does not join within ten (10) calendar days of re-entry into employment within the unit shall as a condition of employment pay a representation fee to the union by automatic payroll deduction. The representation fee shall be an amount up to eighty-five percent (85%) of the regular union membership pursuant to N.J.S.A. 34:13A-5.5 et seq. and such fees may increase at any time to reflect any changes in the regular union representation fees and shall continue beyond the termination date of this Agreement so long as the union remains the majority representative of the employees in the unit.
- E. The PBA acknowledges that the Township is a "merit system jurisdiction" regulated by the State of New Jersey, Department of Personnel (DOP) and consequently, employees will be subject to the rules and regulations of the DOP.

***ARTICLE II***

**LEGAL REFERENCE**

If any provision of this Agreement or any application of this Agreement to any member or group of members is held to be contrary to law, then such provisions and applications shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions and applications contained herein shall continue in full force and effect.

*ARTICLE III*

ASSOCIATION REPRESENTATIVES AND MEMBERS

- A. The Township agrees to grant the necessary time off without discrimination to no more than three (3) members to attend the annual State and national conventions provided sixty (60) calendar dates written notice has been given to the Chief of Police and no more than two (2) members to serve in any capacity on other official PBA business provided forty-eight (48) hour written notice is given to the Chief of Police by the PBA president or his designee.
- B. During negotiations, the Association representatives so authorized by the Association not to exceed two (2) members of the Police Department, shall be excused from normal duties for such periods of negotiations as are required and necessary except if minimum manning requirements can not be met or overtime would be incurred.
- C. A bulletin board will be provided by the Department in an area frequently used by members of the PBA. The bulletin board is for the exclusive use of the PBA for the posting of official notices, which must be signed by an officer of the PBA. The Chief of Police can remove any other materials posted on the bulletin board. The location of the bulletin board is to be mutually agreed upon by the Chief of Police and the PBA President.
- D. Members of the Department when on duty shall be allowed to attend any PBA meeting of the Department, within the borders of Tuckerton Boro and Little Egg Harbor Township, when such meetings are called by the representative, subject to the approval of the Chief of Police or the Chairman of the Police Committee. Time limits for officers on duty attending PBA meetings are: one (1) hour for regular members and ninety (90) minutes for executive board members, subject to patrol requirements.
- E. An individual designated by the PBA as Grievance Chairperson shall be permitted time off with no loss in pay when such time is necessary to process a grievance during his/her tour of duty. Under no circumstance shall such activity result in the earning of compensatory time or overtime. All such time must be approved by the Chief or his/her designee in advance.
- F. PBA Business for purposes of the above Section is defined to include: PBA matter which directly relate to specific matters under discussion, review, or negotiations between PBA and Township for which leave time is not otherwise provided for in this article and which generally must be attended to by PBA Representatives during business hours. In addition, "PBA Business" also included the Ocean County Conference and such other PBA matters as approved by the Chief of Police.

*ARTICLE IV*

**LEAVE OF ABSENCE**

- A. Unpaid leaves of absence may be granted upon such terms and conditions and shall be approved by the Township Committee, or the Chief of Police, or the Township Administrator where such authority has been designated in this agreement or by ordinance. During an unpaid leave of absence of more than thirty (30) calendar days, no member shall continue to accrue seniority; wage and longevity increments; sick, vacation, personal or other paid leave time; or other benefits or allowances provided for in this agreement.
- B. The Township committee shall approve military leave of absence in accordance with the requirements of State and Federal law. The terms and conditions of said leave shall not be inconsistent with applicable State and Federal laws.

*ARTICLE V*

**HOLIDAYS**

- A. The parties agree the holidays posted in a comprehensive calendar which shows all holidays, shall be the medium to indicate which holidays listed below constitute paid holidays:

<b>New Year's Day</b>	<b>Martin Luther King's Birthday</b>
<b>Lincoln's Birthday</b>	<b>President's Day (Washington's Birthday)</b>
<b>Good Friday</b>	<b>Easter Sunday</b>
<b>Memorial Day</b>	<b>Primary Election Day</b>
<b>Fourth of July</b>	<b>Labor Day</b>
<b>Columbus Day</b>	<b>Election Day</b>
<b>Veteran's Day</b>	<b>Thanksgiving Day</b>
<b>Day after Thanksgiving Day</b>	<b>Christmas Day</b>

- B. Should an employee work on a calendar day designated as a holiday in the preceding paragraph, he or she will receive one and one-half (1.5) times his/her rate of pay or compensatory time.
- C. If an employee is called in for overtime on a designated holiday, he/she will receive two (2) times his/her rate of pay for a minimum of three (3) hours. When the employee completes his assignments (for which he was called to duty for), the employee shall be assigned no other duties, unless agreed upon by the employee.
- D. An employee shall be entitled to the enhanced rates of pay set forth above in Sections B and C of this article, only if the employee has worked their last scheduled day before and after the holiday, unless they produce a doctor's note or said officer is otherwise on a pre-approved leave.
- E. Should the Federal Government and of State of New Jersey declare a National and or State holiday, observed by the State of New Jersey, it shall be added to our holidays.

*ARTICLE VI*

**TEMPORARY PAID LEAVE OF ABSENCE**

A. Members shall be granted time off without deduction of pay or time owed for the following request:

1. **Bereavement Leave:** All employees shall receive four (4) calendar days of leave with pay up to and including the day of the funeral in the event of a death in their immediate family. Immediate family shall be defined to be: parent, spouse, child, brother, sister, grandparents, step-grandparents, grandparents-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, aunts and uncles, nieces and nephews, or other members of the Employee's immediate household.

All employees shall receive two (2) days of leave with pay up to and including the day of the funeral in the event of a death of any other relation.

2. **Serious Illness:** In the event an immediate family member of an employee who is residing in the home of the employee, or in whose home the employee is residing, is hospitalized or confined to bed, due to an extreme serious illness of injury, all members hired before January 1, 2001 shall be permitted to take a leave of absence for up to three (3) calendar days for the purpose of attending to the family member. These calendar days include any days the employee is not scheduled to work. At the discretion of the Chief of Police, a leave of this nature may be granted for other appropriate serious illness leave which exceeds three (3) calendar days on a case-by-case basis. Members hired on or after January 1, 2001 shall not be entitled to serious illness leave, but may use accumulated sick leave time for such purpose in accordance with the provisions of N.J.A.C. 4A: 6-1.3(g)(3).

3. **Birth of a Child:** A leave for a period up to five (5) calendar days shall be granted to a member for the purpose of the attendance at the birth or adoption of a member's child. Three (3) calendar days shall be granted without deduction from pay and the two (2) additional calendar days shall be without pay. Nothing contained herein shall limit any employee's rights under the Family Leave Act.

4. A member exercising bereavement leave, serious illness leave, or leave for birth/adoption of the member's child shall not be employed elsewhere or any reason during such leave.



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**B. Personal Leave:**

5. In addition to the temporary paid leaves of absence identified above, each member shall be entitled to forty eight (48) hours of personal leave per annum, non-cumulative. NO reason need be given other than that said personal leave time is being exercise under this article. Except in cases of emergency, the employee shall give three (3) calendar days advance notice of their intent to exercise personal leave time.
6. A member shall not be entitled to the aforesaid forty eight (48) hours personal leave time during the first year of the member's employment. A new member may, however, request personal leave time in cases of emergency from the Chief of Police and said request may be granted with the approval of the Township Administrator upon a showing of need and just cause.

B. Military Leave: Members of the Department who are in the military service shall be entitled to paid leave when so required by state and federal statues. Leave for reserve duty, training, or other military duty may be granted at the discretion of the Township Committee upon such terms and conditions which are not inconsistence with the state and federal law. All requests for military leave must be made as soon as possible, or within seventy-two (72) hours after such receipts of orders.

C. Work Related Injury of Disability: An employee covered by this agreement who suffers a work connected injury or disability which is accepted as a covered injury of disability by the Township's workers compensation insurer and prevents the member from performing their duties shall be entitled to a leave of absence at full pay for the period they are unable to perform their duties, to a maximum of twelve (12) months. During this period of time, all temporary disability payments received by the member under the provisions of the Worker's Compensation Act shall be paid over to the Township. Newly hired employees shall not be eligible for leave of absence with pay as specified herein for any injury occurring prior to the employee's one hundred twentieth (120<sup>th</sup>) calendar day of employment. In such circumstances, the newly hired employee shall be entitled only to the compensation required by the Worker's Compensation Act.

D. Convalescent Time: This time is established for officers who have sustained a non-permanent injury, either on or off duty, and have recovered sufficiently to resume some type of light duty activities, but are unable to resume their full police duties.

1. A request for convalescent time may be initiated by either the Township, the injured officer, or the Policeman's Benevolent Association on behalf of the injured officer. Each instance of possible convalescent duty will be evaluated by the Chief of Police after notice to, and consultation with, the PBA. The PBA shall designate an individual or committee with who, the Chief is to consult for this purpose.

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2. The convalescent duties will limit the exposure of the effected officer to the general public. Such duties will be restricted to police-related office type duties, follow-up investigations via telephone and other general duties that do not interfere with the officer's recovery. The length of time during which the officer will perform convalescent duties will be determined by the Chief of Police and the Township Administrator, giving consideration to the opinion of the treating physician, after consultation with the PBA as set forth above; and will be only for such time as is needed for a reasonable recovery.
  3. In cases where the nature of the officer's injury and/or recovery is such that, in the opinion of the Chief of Police and the Township Administrator giving consideration to the opinion of the treating physician, after the said consultation with the PBA, the officer is able to perform convalescent duties, the officer may be granted convalescent duty. If it is determined that the officer is unable to perform convalescent duties, then the convalescent duty shall be denied, and the officer shall return to the appropriate leave consistent with the existing contract, and with whether the officer's injuries were sustained on or off duty.
  4. All officers injured either on or off duty shall notify their physician of the Department's policy on convalescent duty. In no case will convalescent duty be assigned if it is not deemed appropriate by the officer's treating physician; and the determination of the Chief of Police and the Township Administrator shall be consistent with the opinion of the officer's treating physician as to his/her ability to perform such duties.
- E. The Township may grant a leave of absence to any employee for good reason. This leave of absence, if approved, is not to exceed one (1) year and is to be unpaid without benefits.
- F. Bereavement Leave, leave for birth/adoption of a child, personal leave, leave for work related injury or disability (except such leave rights as many be provided for in the Worker's Compensation Act), and convalescent time shall not apply to permanent, part-time employees. For purposes of this article, a "full-time" employee is defined to mean an employee who regularly works thirty-five (35) or more paid hours per week. A "part-time" employee is defined to mean an employee who regularly works less that thirty-five (35) paid hours per week.

ARTICLE VII

VACATIONS

A. Eligibility

1. New Employees shall be entitled to the following annual paid vacation leave:

- A. A new employee shall only receive eight (8) hours for the initial month of employment if the employee begins work on the 1<sup>st</sup> through the 8<sup>th</sup> day of the calendar month, and four (4) hours if the employee begins work on the 9<sup>th</sup> through the 23<sup>rd</sup> day of the calendar month.
- B. After the initial month of employment and up to the end of the first calendar year (December 31<sup>st</sup>), a new employee shall receive eight (8) hours for each month of service. Thereafter, employees shall receive paid vacation leave per calendar year as follows:

2. All other employees are entitled to the following annual paid vacation leave:

From the beginning of the first full calendar year of employment to the end of the first full calendar year of employment..... 96 hours

From the beginning of the second full calendar year of employment to the end of the second full calendar year of employment..... 112 hours

From the beginning of the third full calendar year of employment to the end of the third full calendar year of employment..... 144 hours

From the beginning of the fourth full calendar year of employment to the end of the fourth full calendar year of employment..... 160 hours

From the beginning of the tenth full calendar year of employment to the end of the tenth full calendar year of employment..... 200 hours (each year)

From the beginning of the fifteenth full calendar year of employment and every calendar year of employment thereafter..... 240 hours (each year)

3. Anniversary date for purposes of vacation leave eligibility shall be January 1<sup>st</sup> of the year of hire.
4. Permanent, part-time employees shall be entitled to a proportionate amount of paid vacation leave. For the purposes of this article, a "full-time" employee is defined to mean an employee who regularly works thirty-five (35) hours per week.

**B. Choice of Vacation Time:**

1. Ten (10) business days notice shall be given for vacation time request if six (6) calendar days or more are requested. A notice of five (5) business days shall be given for a vacation leave request that is less than six (6) calendar days. Under appropriate circumstances, the required notice periods can be waived by the Chief of Police. However, in all cases, the Chief of Police shall answer requests within five (5) business days. If the demands of the Police Department are such that it is necessary to limit the number of employees on vacation at the same time, the employee with the greatest seniority shall be given their choice of vacation period in the event of any conflict of vacation periods with fellow employees. Vacation times to start January 1 to December 31 of any given year. Employees shall have the right to make adjustments to their vacation period in the event of employer ordered schedule changes. All vacation time is scheduled subject to the needs of the department.
2. An officer with prior work experience as a permanent employee of Little Egg Harbor Township shall receive credit for such experience in the calculation of vacation leave entitlement in subparagraph A above. Seniority for selection of vacation in subparagraph B shall be calculated from date of appointment to the Police Department, providing there is no self-imposed break in service.

- C. An employee may request to receive his/her paycheck for the dates of their vacation on the pay date which immediately preceded the scheduled vacation.
- D. In the event of layoff or separation: Should an employee be laid off, retire, or otherwise separate from employment with the township, she/he shall be compensated for the unused vacation leave time at the employee's then current rate of pay. Upon the death of a covered employee, unused earned vacation leave shall be paid to the estate of the deceased employee. Vacation leave is considered in full at the beginning of the calendar year (January 1<sup>st</sup>).
- E. An employee who exhausts all paid vacation leave in any one (1) year shall not be credited with additional paid vacation leave until the beginning of the next calendar year.
- F. Vacation leave time shall not accrue and is not included in calculating years of continuous service during any period of suspension or during any leave of absence without pay of thirty (30) calendar days or more of absence from work (unless during a military leave, furlong extension leave, or voluntary furlough).
- G. Vacation leave credits shall not accrue after an employee has resigned or retired although their name is being retained on the payroll until exhaustion of vacation or other paid leave.

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- H. A covered employee may annually request that the Township reimburse the employee at a straight time rate of pay for unused earned vacation leave time. The Township will consider said requests in accordance with an established policy as set forth in the employee guide to policies and procedures. Under said policy, an employee may be reimbursed for not more than one (1) year of unused earned vacation leave time in the discretion of the employer.
- I. Should an employee be separated for any reason from employment with the Township without having earned any used vacation leave, they should have the unearned portion deducted from his/her final pay check on a pro-rates monthly basis.
- J. An accumulation of up to one (1) year unused vacation leave time may be carried from the year earned to the next. Thereafter, prior year's unused vacation leave time is forfeited.
- K. Employees should not be recalled from their vacation except in the case of emergency, as determined by the Chief of Police. Employees recalled from vacation shall be paid at the rate of time and one half for all hours worked (which shall be a minimum of eight (8) hours) plus either pay for the vacation or a rescheduled vacation day at the discretion of the employee. Scheduled days off that are connected to any approved vacation days shall also be considered part of the officer's vacation day. For the purposes of scheduling days off prior, during and subsequent to scheduled leave days members shall not be subject to recall except for emergencies.

*ARTICLE VIII*

**SICK LEAVE**

- A. Sick leave shall be defined as the absence of an employee from duty because of non-occupational related illness, accident, injury, disability or exposure related to a contagious disease.
- B. Employees shall be entitled to the following annual paid sick leave benefits:
  - 1. New permanent, full-time employees shall receive eight (8) hours for the initial month of employment if she/he begins work on the 1<sup>st</sup> through the 8<sup>th</sup> day of the calendar month, and four (4) hours if she/he commences employment on the 9<sup>th</sup> through the 23<sup>rd</sup> day of the month.
  - 2. After the initial month of employment and up to the end of the first calendar year, employees shall receive eight (8) hours after each month of service. Thereafter, at the beginning of each calendar year in anticipation of continued employment, employees shall receive one hundred twenty hours of sick leave time.
- C. Permanent, part-time employees shall be entitled to a proportionate amount of annual paid sick leave. For purposes of this article, a "full-time" employee is defined to mean an employee who regularly works thirty-five (35) or more paid hours per week. A "part-time" employee is defined to mean an employee who regularly works less than thirty-five (35) paid hours per week.
- D. A covered employee who does not utilize his or her annual sick leave, or any part thereof, may accumulate such unused sick leave time from year to year in accordance with N.J.A.C. 4A:6-1.3(F).
- E. An employee who exhausts all paid sick leave time in any one year shall not be credited with additional paid sick leave time until the beginning of the next calendar year.
- F. Paid sick leave time shall not accrue during any period of suspension or during any leave of absence from work (except during a furlough extension leave of voluntary furlough).
- G. Sick leave credits shall not accrue after an employee has resigned or retired although his or her name is being retained on the payroll until exhaustion of vacation leave of other paid leave.
- H. Should an employee be separated for any reason from employment with the Township without having earned any used sick leave, she/he shall have the unearned portion deducted from his or her final pay check on a pro-rated monthly basis.

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- I. A covered employee may cash in up to one hundred twenty (120) sick leave hours per year at the employee's straight time rate of pay provided that the employee has three hundred sixty (360) accumulated hours of sick leave. An employee's current salary at retirement shall be used when selling back sick leave time.
- J. An employee may convert up to eighty (80) hours of sick leave time annually into not more than eighty (80) hours of vacation leave in accordance with the following conditions:
  - 1. The request may be reasonably approved or disapproved in the discretion of the Chief of Police.
  - 2. The employee shall utilize the sick leave hours that have been converted into vacation leave hours and shall not carry the converted vacation leave time into the next calendar year, nor shall the employee be compensated for said unused converted time.
  - 3. Requests to use approved converted vacation leave time shall be made in the same manner as regular vacation leave time.
  - 4. Approval for the conversion shall not be granted unless the employee's sick leave bank contains at least two hundred forty (240) hours after deducting the number of days proposed for conversion.
  - 5. The conversion shall not be granted unless the employee first uses all of his or her regular vacation leave time.
- K. Conditions for use of sick leave time:
  - 1. A certificate of a reputable physician in attendance may be required as proof of illness of the member or needs of his/her immediate family.
  - 2. The Chief of Police or the Township Administrator may require the member to be examined by a physician chosen by and paid for by the employer and located in the Little Egg Harbor Township/Tuckerton area. This geographic location shall not apply when the Township is seeing to have the officer examined by a specialist.
  - 3. Any employee who does not give notice of his/her non-occupational illness or disability one hour before the beginning of his/her shift, except in the case of a bona fide medical emergency, shall not be entitled to these sick leave benefits, and shall be absent without cause. Notice shall be made to the immediate supervisor on duty, if available, or if unavailable, to the dispatcher's desk. Absence without notice and approval for five (5) consecutive days shall constitute a resignation not in good standing in accordance with N.J.A.C. 4A:2-6.2.

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4. Should an employee be absent in an unauthorized manner, employee may be subject to disciplinary action. Examples of "unauthorized absence" include feigning illness or injury, deceiving a physician as to medical condition, and violating any provisions concerning the reporting of sickness or illness.
5. Any employee using paid sick leave, except paid sick leave being used for the care of an immediate family member as family leave or serious illness leave, shall be confined to his or her designated domicile during the employee's scheduled shift, except periods of hospitalization and examinations of attendance at a doctor's office, medical facility, or drug store for purposes of obtaining medications.
6. When an employee uses a sick day, it shall be considered work time for the purpose of calculating overtime.

**L. Supplemental Compensation on Retirement ("SCOR"):**

1. Upon separation from employment, employer shall compensate an employee for unused sick time ("SCOR") based on retirement from a pension system administered by the State of New Jersey.
  - A. Employees who are removed for cause after an opportunity for a disciplinary appeal hearing before the Office of Administrative Law shall not be eligible for SCOR. An employee who retires in lieu of removal shall not be eligible for SCOR unless otherwise agree to by the employee and the employer in accordance with a duly approved disciplinary settlement agreement.
  - B. Employees who retire as the result of accidental or ordinary disability shall be eligible for SCOR.
  - C. Employees who elect deferred retirement, or whose separation from employment is not based on retirement, shall not be eligible for SCOR.
  - D. In the case of an employee who dies prior to retirement, the estate of the deceased employee shall be eligible to receive the SCOR payment as if the employee had retired regularly. Payment in such a case shall be made to the employee's estate within sixty (60) days from the date the employer receives notice of the employee's death. In such cases, the SCOR payment shall be computed at the rate of 100% the deceased employee's daily rate of pay for each day of earned and unused accumulated sick leave time at the effective date of retirement. The daily rate shall be based upon the average annual compensation received during the last full year of active employment prior to the employee's death.



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2. SCOR shall be computed for all employees hired on or after January 1, 1999, at the rate of one-half the employee's daily rate of pay for each day of earned and unused accumulated sick leave time at the effective date of retirement. The daily rate shall be based upon the average annual compensation received during the last full year of active employment prior to the effective date of employment.
    - A. Overtime pay and other supplemental pay shall be excluded from the computation.
    - B. Periods of leaves of absence without pay shall be excluded from the computation.
    - C. The maximum amount of SCOR for any employee hired on or after January 1, 1999 shall be \$18,000.
  3. SCOR shall be computed for all employees hired prior to January 1, 1999, at the rate of three quarters (75%) of the employee's daily rate of pay for each day of earned and unused accumulated sick leave at the effective date of retirement. The daily rate shall be based upon the average annual compensation received during the last full year of active employment prior to the effective date of retirement. ~~The daily rate shall be based upon the average annual compensation received during the last full year of active employment prior to the effective date of retirement.~~
    - A. Overtime pay and other supplemental pay shall be excluded from the computation.
    - B. Periods of leaves of absence shall be excluded from the computation.
  4. In the event of an employee's death after the effective date of retirement but before payment of SCOR is made, payment shall be made to the employee's estate within sixty (60) days from the date of retirement. Otherwise, employer shall make payment of SCOR within a reasonable period of time but not more than sixty (60) days from the date of retirement unless budgetary concerns prevent the Municipal Treasurer/CMFO from executing a certification of available funds in which case the SCOR payment shall be made no later than November 30<sup>th</sup>.
  5. Payment of SCOR shall in no way affect any pension of retirement benefits for which a retired employee is eligible.
- M. Terminal Leave:
1. An employee who has twenty-five (25) years or more of service credit in a state or locally administered retirement system and a minimum period of

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service of either twenty (20) years or twenty-five (25) years with employer at the time of retirement may choose to exercise terminal leave in accordance with this section.

2. Upon certification by employer of the number of days earned and unused accumulated sick leave, an employee who is eligible in accordance with the preceding paragraph and has a minimum period of service and twenty (20) years with employer, may choose to use not more than thirty (30) days of earned and unused accumulated sick leave time as terminal leave. An employee who is eligible in accordance with the preceding paragraph and has a minimum period of service of twenty-five (25) years with employer, may choose to use not more than forty-five (45) days of earned and unused accumulated sick leave time as terminal leave. Employer shall process coordination of terminal leave and SCOR in the following manner.

Step 1: Certify number of days earned, unused accumulated sick leave time.

Step 2: Deduct number of days (not to exceed maximum) of terminal leave.

Step 3: Calculate SCOR payment based upon balance of sick leave days.

**Example:** Employee with twenty-five (25) years of service credit in PFRS and twenty-two (22) years of service with Little Egg Harbor Township.

Step 1: 100 days

Step 2: 30 days terminal leave at full current rate of pay

Step 3: Calculate SCOR payment based on seventy (70) days (using calculation appropriate to the applicable hire date), i.e., on or after January 1, 1999 or prior to January 1, 1999.

### **N. Sick Leave Incentive:**

1. Permanent, full-time employees who use less than forty (40) hours of sick leave time in the calendar year shall receive an incentive bonus of five hundred dollars (\$500) to be paid no later than January 30<sup>th</sup> of the calendar year next following the year in which the bonus was earned. The conversion of sick leave time to vacation leave time in accordance with this article shall not be considered a use of sick leave time for purpose of qualifying for receiving this incentive. For purposes of this article, a "part-time" employee is defined to mean an employee who regularly works less than thirty-five (35) paid hours per week.

*ARTICLE IX*

**COURT TIME**

- A. If a member is required to appear in court or any other agency, in the performance of his/her duties as a police officer, such officer shall be paid at the regular rate while appearing during his/her regular shift hours. At other times, he/she shall be paid the following rates of pay:
  - 1. Municipal court and other court appearances: one and one-half (1.5) times pay, a minimum of three (3) hours per appearance, for non-shift time.
  - 2. Should the officer be called in on his/her regular day off, he/she shall be paid one and one half (1.5) times pay for a minimum of four (4) hours.
  - 3. Employees shall not be eligible for any pay under this Article if the employee or the PBA is a plaintiff against the Township.
- B. The above is to include travel, not to exceed one (1) hour in total, to and from the member's residence to the Little Egg Harbor Township Police Department required for such appearance.
- C. The off-duty member shall remain in Court only for the time needed and shall be assigned no other duties.
- D. The minimum hours noted above in subparagraphs A(1) and A(2) of this article shall not apply to permanent, part-time employees. However, the employees shall be paid at one and one-half (1.5) times the employee's regular rate of pay for non-shift work for actual time worked under the circumstances covered by this article. For purposes of this article, a "part-time" employee is defined to mean an employee who regularly works less than thirty-five (35) paid hours per week.

*ARTICLE X*

**WORK WEEK, OVERTIME**

- A. If a covered full-time employee is requested and accepts to work more than his/her eighty (80) hour pay period, he/she shall be entitled to overtime at the rate of one and one-half (1.5) times his/her regular pay, however, time recorded as approved sick leave during this eighty (80) hour pay period shall be included in the determining the eighty (80) hour pay period.
- B. In calculating overtime, all overtime shall be counted as of the next quarter (1/4) of an hour.
- C. If covered full-time employee is called to duty on his/her day off, he/she shall be paid for all hours worked and shall be guaranteed a minimum of three (3) hours at one and one-half (1.5) times his/her rate of pay, regardless if the time spend on duty totals less than four (4) hours. When the employee completes his assignment (for which he/she was called to duty for), no other duties shall be assigned unless agreed upon by the employee.
- D. If a covered full-time employee is recalled to duty, he/she shall receive a minimum of two (2) hours at one and one half (1.5) times his/her rate of pay, unless the recall is immediately prior to or following a regular tour of duty, in which case, the employee shall only be paid for the actually time worked.
- E. Overtime opportunities shall be distributed among members equally on a rotating basis according to seniority, when possible. The officers offered overtime opportunities during the prior month shall be posted, including officers who refused overtime opportunities during that period.
- F. No officer shall be required to report for duty more than ten (10) minutes before the start of his/her shift, however, all officers shall be in uniform and prepared for duty at the start of this shift.
- G. Each officer shall be entitled to a sixty (60) minute breakfast, lunch or dinner period during each twelve (12) hours shift, and two (2) fifteen (15) minute rest periods during each twelve (12) hour shift, except in cases of emergency. Each officer who is required to work a four (4) hour overtime period, shall be entitled to a twenty (20) minute break and a fifteen (15) minute rest period during the overtime period, which can be combined at the discretion of the officer, subject to manpower needs.
- H. In lieu of cash payment, an employee may choose to take accrued overtime in the form of compensatory time off. Such compensatory time shall also be computed at the rate of time and one-half. Compensatory time off shall be scheduled at mutually agree times, subject to the manpower needs of the Department. Any person covered by this agreement and hired prior to January 1, 1998, shall be allowed to accumulate

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no more than four hundred and eighty (480) hours of compensatory time, thereafter, the covered employee must be paid for his/her overtime hours. Any person covered by this agreement and hired after January 1, 1998 shall be allowed to accumulate no more than two hundred and forty (240) hours of compensatory time. Thereafter, overtime shall be paid to the covered employee in cash.

- I. Officers shall be paid five dollars (\$5.00) per day for each day of any on-call type subpoena. In the event the officer is working during the on-call period, the officer shall not be entitled to the supplementary pay unless the on-call period commences less than three (3) hours before the end of the officer's shift and ends after the officer's shift.
- J. Meal Allowance:
  - 1. A fifty dollar (\$50) per day meal allowance shall be paid to all officers who attend training, competitions, or any police related assignment out of the State of New Jersey, or as determined by the Chief of Police to be out of the commuting area.
  - 2. A twelve dollar (\$12.00) per day meal allowance will be paid for one (1) meal while the officer attends department schedule schools or court out of town, or while the officer is assigned other duties outside of Little Egg Harbor Township (excluding assignments with the Ocean County Narcotics Strike Force in Tuckerton Borough, Little Egg Harbor Township, Bass River Township or Eagleswood Township).
- K. For purposes of this article, a "full-time" employee is defined to mean an employee who regularly works thirty-five (35) or more paid hours per week. A "part-time" employee is defined to mean an employee who regularly works less than thirty-five (35) paid hours per week.

*ARTICLE XI*

**TOURS OF DUTY**

- A. A schedule will be prepared for all hourly employees six (6) months in advance. General hours of work for uniformed patrol officers will be (based on twelve (12) hour schedule):
- |               |                       |
|---------------|-----------------------|
| 1. Day Shift: | 0600 hrs. – 1800 hrs. |
| Night Shift   | 1800 hrs. – 0600 hrs. |
- B. The employer agreed not to alter the hours of work by more than thirty (30) minutes without first consulting with PBA, Local 295. The Chief of Police shall have the right to make changes deemed necessary for the efficient and safe management and operation of the Department and for the general health, safety and welfare of the public. The twelve (12) hour schedule will be continued and it is acknowledged by PBA, Local 295 and employer that the Chief of Police may alter, in the interest of ensuring the proper hours worked per day or work cycle, the schedule to balance the number of hours resulting from a twelve (12) hour work schedule.
- C. Schedules for plainclothes, traffic, K-9, tactical patrol unit, S.W.A.T., and other assigned duties will be established by the Chief of Police according to the demands of the job.
- D. While every effort will be made to ensure that seniority is given deference in scheduling equivalent duties, employer and PBA, Local 295 acknowledges that there are times when safety and supervision requirements would result in shift assignments not consistent with seniority. Employer agrees that this will be kept to a minimum insofar as possible and that notification by the Chief of Police to PBA, Local 295 will be made should this occur and PBA, Local 295 will have the opportunity to discuss the change before it occurs.

*ARTICLE XII*

**PATROL VEHICLES**

- A. The township agrees to maintain all vehicles in a safe condition as to guarantee the safety of the operator. The Township further agrees to maintain all equipment in proper working order, and in compliance with Title 39 of the New Jersey Statutes.
- B. The Township shall have the police vehicles washed and cleaned on a periodic basis so as to have them in good presentable condition.
- C. Any vehicle thought to be unsafe by the police officer is to be inspected and test driven by his/her immediate supervisor and/or the Chief of Police to come to mutual agreement as to the problem(s) with the vehicle.
- D. The Township shall provide an approved glass partician to separate the driver and the rear passengers in all new marked patrol vehicles, which are purchased.
- E. No member will be sent home or have their schedule changed because of a shortage, or lack of, acceptable patrol vehicles.
- F. All vehicles used by employees covered by this Agreement shall be supplied with snow tires, when weather conditions so require. An operating air conditioner shall be provided in all vehicles as standard equipment.
- G. All police vehicles shall be inspected at eighty thousand (80,000) miles, at least, and every twenty thousand (20,000) miles thereafter and said inspection shall occur within two (2) weeks of reaching the aforesaid inspection thresholds by an ASE certified mechanic. The Department shall maintain a written record verifying these inspections and shall provide a copy of said inspection documents to the PBA President upon request.
- H. Plain-clothes police officers use of police car while off duty, within approximately thirty (30) square miles of Little Egg Harbor is at the discretion of the Chief of Police.

*ARTICLE XIII*

**CLOTHING ALLOWANCE**

- A. The parties agree that it is in the best interest of all parties that each officer presents a proper image to the general public.
- B. The Township shall provide for the issuance of uniforms to new employees based on the following:
1. For the purpose of this article, an employee will be entitled to his/her first reissue at the beginning of his/her first full calendar year, and his/her second re-issue at the beginning of his/her second full calendar year.
  2. Initial Issue for all new officers are as follows:

ITEM	QUANTITY
L/S/ Shirts	4
S/S Shirts	6
Pants	6
Hat	1
Tie	3
Troop Boot	1
Boots	1
Class B Pants	2
L/S Shirts	2
S/S Shirts	2
Blouse	1
B/B Cap	2
Leather Gear	1
Sam Brown	1
Whistle/Hook	1
Name Tags	3
T-shirts	6
Windbreaker	1
Quality Leather Jacket	1

3. The reissue for officers stated above in Article XIIB(1) is as follows:



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ITEM	QUANTITY
L/S Shirts	2
S/S/ Shirts	2
Pants	2
Boot (Officers Choice)	1
Class B Pants	1
L/S Shirts (Class B)	1
S/S Shirts (Class B)	1

4. Blouse coats will be issued to new members one (1) year after graduating the police academy or one (1) year after transferring from another police agency.
- C. The issuance procedure for officers starting his/her third calendar year of employment are as follows:
1. Annually, the Chief of Police will ensure a thorough inspection of all uniform items issued by the department. The inspections will be held by the shift supervisor, who will decide if the uniform item needs replacing, and may be attended by the PBA President (or PBA member designated by the PBA President) of the department quartermaster. This shall be done within the first month of the calendar year.
  2. The purpose of these inspections is to ensure that all equipment is accounted for, is in good working order, and is serviceable. It will be the responsibility of the Chief of Police to arrange for a uniform tailor (i.e. Red's) to measure all members in need of serviceable uniforms at the Little Egg Harbor Township Police Department no longer than sixty (60) days after these inspections are complete, for replacement issue.
  3. If an officer's uniform shirt or pants is torn, stained, or exposed to any hazardous material in the line of duty, has stains or returns from the cleaners with obvious stains that can not be corrected, if shirt or pants are just "worn out," outgrown, or if the uniform item is lost by the cleaners, or any other discrepancy that renders any item unserviceable, the department will make the necessary arrangements to have that item replaced in a timely manner.
  4. Leather gear and all other gear listed in the initial issue will also be replaced as needed, at the discretion of the shift supervisor, PBA President (or PBA member designated by the PBA President), or the Quartermaster during the inspection. The supervisor in charge of firearms shall also be able to render any equipment pertaining to firearms (i.e. holsters, magazine pouches) unserviceable.

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5. All officers that are not entitled to re-issue, shall be issued one (1) pair of uniform boots/shoes and six (6) black t-shirts at the start of the calendar year for duty. They shall also be given a two hundred dollar (\$200) voucher to buy items pertaining to their duty as a police officer. The Chief of Police will decide what uniform/equipment store these vouchers will be used at.
- D. In addition, the Department will provide new lightweight jackets, leather jackets, and raincoats at the Department's own cost and selection when needed, in accordance with the shift supervisor's recommendation.
- E. The Township shall provide for the cleaning of the clothing worn in the line of duty. Officers shall not have to transport clothing outside of the Township limits.
- F. All other items, not specifically mentioned above, that the Township currently furnishes to officers will continue to be supplied by the township (i.e. holsters, bullet proof vests, weapons, etc.) The Department will provide at the Department's own cost and selection, at least one (1) badge and photo identification for each active and retired police officer. The badge selected by the Township for a retired officer shall be the same as worn by the officer just prior to his/her retirement. Badges and photo identification remain the property of the Department at all times and may be taken away from an active, separated, suspended, or retired police officer at any time.
- G. In addition to the above-mentioned issue, those members assigned to the detective division will receive suitable civilian type clothing, purchased by the Township. The clothing will be selected by the individual officer following existing standards. All clothing so purchased will remain the property of the Township until such time as it is no longer usable.
- H. If an officer is removed from the detective division and transferred to the patrol division, the officer will be given a uniform inspection by his shift supervisor, PBA President, or quartermaster. If uniform items are needed, that officer will be evaluated by the Township's tailor to determine proper fit of existing uniforms, and at that point the officer will receive sufficient items to equal an initial issue.
- I. A bulletproof vest of recognized quality will be provided to all members and replaced according to the manufacturers warranties and suggestions, but at a minimum prior to or at the manufacturers expiration date. Members assigned to the detective division will also be provided with a nylon ballistic carrier that their ballistic panels can be place in.
- J. All officers assigned to the detective bureau will be given annual clothing allowance of one thousand one hundred (\$1100) dollars to purchase suitable clothing for work.

*ARTICLE XIV*

**RATES OF PAY AND LONGEVITY**

- A. The wages and rates of pay to be paid to covered employees during the term of this agreement shall be in accordance with "Schedule A."
- B. Longevity payments will be made each year to covered full-time employees in accordance with the schedule outline show below.
1. Longevity will be considered as part of the base pay for payroll purposes and paid on a biweekly basis, with the regular pay.
  2. The longevity rate is as follows:  
  
Beginning of fifth (5<sup>th</sup>) year of service ----- 2% of regular pay  
Beginning of eighth (8<sup>th</sup>) year of service ----- 4% of regular pay  
Beginning of eleventh (11<sup>th</sup>) year of service ----- 6% of regular pay  
Beginning of fourteenth (14<sup>th</sup>) year of service -----8% of regular pay  
Beginning of seventeenth (17<sup>th</sup>) year of service ----- 10% of regular pay
  3. Longevity shall be paid on the anniversary date of hire for all employees hired between July 1 and December 31 of any year prior to 1989.
  4. Effective July 1, 1989, the date of hire shall be the anniversary date for purposes of salary guide movement and calculation of longevity.
- C. Officers with prior work experience in the Township shall receive credit for such experience in the calculation of longevity entitled in accordance with subparagraph B above.
- D. **SHIFT DIFFERENTIAL**
1. **Night Shift Differential:** (based on twelve hour schedule as stated in Article XI.A (1)): Covered full-time officers who work at lease three (3) consecutive months on a scheduled tour of duty on the night shift shall be paid by separate check, upon submission of a voucher in the usual form, at approximately the beginning of the fourth consecutive month of a scheduled tour of duty on the night shift. The officer shall receive 2.5% gross pay differential for the calendar years of 2007, 2008, and 2009.
  2. **Tactical Patrol Unit:** Covered full-time officers who work at least three (3) consecutive months on a scheduled tour of duty on the Tactical Patrol Unit shall be paid by separate check, upon submission of a voucher in the usual form, at approximately the beginning of the fourth consecutive month of a scheduled tour of duty on the Tactical Patrol Unit. The officer shall

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receive 1.5% gross pay differential for the calendar years of 2007, 2008 and 2009.

3. Detective Division: Covered full-time officers who are assigned to the Detective Division and work at least three (3) consecutive months assigned to the Detective Division, shall be paid by separate check, upon submission of a voucher in the usual form, at approximately the beginning of the fourth month of a scheduled tour of duty assigned to the Detective Division. The officer shall receive 1.5% gross pay differential for the calendar years of 2007, 2008 and 2009.
4. Officer in Charge Pay: Any officer who shall act as road supervisor and who shall have performed the duties, shall thereafter be granted compensation appropriate to such office for the time so held.

*ARTICLE XV*

**INSURANCE, HEALTH AND WELFARE**

- A. Employer will provide health insurance coverage to full-time covered employees in accordance with the following provisions:
1. Employer will provide medical and hospitalization coverage, prescription drug coverage, dental coverage and vision coverage as set forth in this article to an employee, employee's spouse and employee's eligible dependents. Effective March, 2004, medical and hospitalization coverage shall be provided solely through the New Jersey State Health Benefit Plan.
  2. Employer reserves the right to change these coverage's, including the right to change health insurance carriers, health care insurance plan or groups, and to make modifications to the aforesaid health care insurance plans from time to time as it appears to be in the best interest of the employer, provided however, that there is no reduction in the level of benefits that are in affect, or for future renewals of any insurance carriers or health care plans. Should there be any changes, the employer shall provide PBA, Local 295 forty-five (45) days notice in advance of such change(s). At the time of notice, the employer shall provide PBA, Local 295 with the plan documents of both the in-force insurance and the proposed plan. Thereafter, in the care of any new health care insurance plan, said plan shall provide equivalent or better coverage than the predecessor plan.
  3. Retirement: Employer agrees to pay all of the premiums related to providing medical and hospitalization coverage, prescription drug coverage, dental coverage and vision coverage for an employee who has retired after twenty-five (25) years of more of service credit in a state or locally administered retirement system and a minimum period of service of twenty (20) years with employer at the time of retirement in accordance with the provisions set forth below; provided, however, that the minimum service with employer shall be fifteen (15) years for employees with previous service credit in a state or locally administered retirement system who were appointed as Little Egg Harbor Township Police Officers on or before December 31, 1998.
    - A. The benefit shall not apply to former employees who retired on or before January 1, 2001.
    - B. A retired employee may enroll a spouse and or eligible dependents.
    - C. This benefit shall terminate at such time as the retired employee or the spouse, in the case that the spouse is covered, reaches an age, which qualifies the retired employee or spouse for Medicare.

- D. A retired employee's entitlement to all or any part of the health insurance coverages provided to non-retired employees shall be limited to the coverages, including, but not limited to, the deductibles, co-payments, and out-of-pocket limits contained in the health care insurance plans of the same type provided to employees who have not retired.
4. Cost Containment: Union and employer recognize the rising costs related to health care in general and to health care insurance in particular. In order to help contain these rising costs and ensure the employers ability to continue providing employees and retired employees health insurance, employees agree to the following cost containment measure:

"Any employee who retires after January 1, 2001, shall be ineligible for the health care coverage provided for in this Article, in the event that the retired employee or retired employee's spouse is employed by or retire from the State of New Jersey, Township of Little Egg Harbor (as to retired employee's spouse), Little Egg Harbor Municipal Utilities Authority, Little Egg Harbor School District, or any other employer that is comparable to the health care insurance offered by employer. In any circumstances where the other health care insurance does not include one of more of the types of coverages offered by employer (i.e., medical and hospitalization, prescription drug, dental or vision) the retired employee shall be entitled to enroll in employer's plan for that type of coverage. For example, if a spouse's coverage includes medical and hospitalization and prescription drug coverage, but not dental and vision coverage, the retired employee will be entitled to enroll in employer's dental and vision plans. In the event the employee's spouse becomes ineligible for health care insurance provided by his or her employer or through his or her retirement, employee shall be eligible to re-enroll in employee's plans as provided for in this article in sub-paragraph 3."

Further, to accomplish and facilitate the goal of containing and reducing health care costs, it is expressly agreed between the parties that should there be an agreement between the Township and all collective bargaining units and all other participants in the plan for establishment and utilization of cost savings plans on the costs of any health care premium, the parties shall agree to reopen the collective bargaining agreement on health insurance without opening any other portion of the collective bargaining agreement.

5. For purposes of this article, a "full-time" employee is defined to mean an employee who regularly works thirty-five (35) or more paid hours per week. A "part-time" employee is defined to mean an employee who regularly works less than thirty-five (35) paid hours per week.

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6. Each member shall have the option to have an annual eye exam at the sole expense of the Township up to a maximum of seventy-five dollars (\$75.00) for alternate years not covered by insurance.
7. The Township will provide legal advice and counsel to each member pursuant to N.J.S.A. 40a: 14-155.
8. The township will provide false arrest insurance for all members; the amount will be unlimited.
9. The Township will provide liability insurance for all members to provide for any lawsuits arising out of incidents while actually performing official duties.
10. The Township will provide each member with an annual physical. The annual physical will be paid for by the Township, if not reimbursed through the health insurance plan.
  - A. All members over forty (40) years of age will receive an EKG.
  - B. Said Physical shall be provided each year.
  - C. Above utilizing the above benefits, the member shall provide his/her immediate supervisor with a doctor's statement of fitness.
  - D. The Township shall provide and may require each member to take an annual physical exam. Each member shall be provided with or may be required to take such annual physical exam and shall have the opportunity to select one (1) of three (3) physicians of independent medical practices and offices, to be designated by the Township.
11. If an officer should die in the line of duty, off-duty, or when retired, employer shall continue to pay and provide to the officer's family the health insurance benefits provided for in paragraph one of this article until such time as the deceased officer's spouse remarries or reaches such an age as to qualify to receive Medicare; and with regard to the deceased officer's dependents, until such time as each of the dependents reaches the maximum age for eligibility as set forth in the plan documents.

*ARTICLE XVI*

**GRIEVANCE PROCEDURE**

- A. A grievance shall be a complaint arising out of interpretation, application, or violation of policies, agreements and administration of this Agreement.
- B. No grievance can be instituted by any officer or the Association after thirty (30) calendar days beyond the occurrence of the issue being grieved.
- C. If at any Step within the grievance procedure hereinafter outlined, Management's decision is not appealed within the appropriate time, such grievance shall be considered closed, and there shall be no further appeal or review.
- D. Grievance Steps:

**STEP ONE:**

The President of the Association or his/her designated representative shall present, in writing, the grievance to the Chief of Police or his/her designee. With the mutual consent of both parties, discussion may ensue. The Chief of Police shall answer the grievance in writing within seven (7) calendar days, the Association shall present in writing the grievance to the Township Administrator within three (3) calendar days of Step one answer. With mutual consent, discussion may ensue. The Township Administrator shall answer the grievance in writing within seven (7) calendar days after receipt of the grievance.

**STEP TWO:**

If the grievance is not resolved at Step one, or if no answer has been received by the Association within seven (7) calendar days, the Association shall present in writing the grievance to the Township Administrator within three (3) calendar days of Step one answer. With the mutual consent of both parties, discussion may ensue. The Township Administrator shall answer the grievance in writing within seven (7) calendar days after receipt of the grievance.

**STEP THREE:**

If the grievance has not been resolved at Step two or no answer has been received by the Association within the time set forth in Step two, the Association shall present, in writing, the grievance to the Mayor and Council within three (3) calendar days of the Step two answer. With the mutual consent of both parties, discussion may ensue. The duly designated representative of the Mayor and Council shall answer the grievance in writing within twenty-one (21) calendar days after the receipt of the grievance.



**STEP FOUR:**

If the grievance has not been resolved at Step three or if no answer has been received by the Association within the time set forth in Step three, the Association may present the grievance to binding arbitration within thirty (30) calendar days.

- A. Binding arbitration shall be invoked by filing a request for a panel of arbitrators with the Public Employee Relations Commission (PERC).
  - B. The cost of the services of the arbitrator shall be borne equally by the Township and the Association. All other costs are to be borne by the party incurring same.
  - C. The parties direct the arbitrator to decide, as a preliminary question, whether he/she has jurisdiction to hear and decide the matter in dispute.
  - D. The arbitrator shall not be permitted to hear or decide more than one (1) grievance at a time.
  - E. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him/her in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter, in any way, the provisions of the agreement or any amendment or supplement thereto.
  - F. The decision of the arbitrator shall be in writing and shall include the reasons for such decisions.
  - G. The decision of the arbitrator shall be final and binding upon the parties.
- E. In the event the grievant or the Association elects to pursue remedies available through Civil Service, the grievance shall be cancelled and the matter withdrawn from arbitration. The Township shall not be responsible for any fees or expenses connected with the cancelled arbitration. No arbitration proceeding may take place sooner than ninety (90) calendar days from the final decision of the Township.

*ARTICLE XVII*

**MANAGEMENT RIGHTS**

- A. The Township of Little Egg Harbor hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Law and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the following rights:
1. The executive management and administrative control of the Township Government and its properties, facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible, as may from time to time be determined by the Township.
  2. To make rules of procedure and conduct; to use improved methods and equipment; to determine work schedules and shifts; to decide the number of employees needed for any particular time; and to be in sole charge of the quality and quantity of work required.
  3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees is recognized.
  4. To hire all employees, to promote, transfer, assign or retain employees in positions within the Township.
  5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for the good and just cause, according to law.
  6. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and nonproductive.
- B. In the exercise of the forgoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, Code of Conduct, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and applicable laws, and then only to extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under NJSA 40A:1-1 et seq. or any other national, state, county or local laws or regulations, or the Association or any rights under existing laws.

*ARTICLE XVIII*

**GENERAL PROVISIONS**

- A. School:
1. The member shall be paid at straight time for attendance at a police related school when assigned by the Police Department during the member's regularly scheduled shift. The member shall be paid time and one-half (1.5) for attendance at a police related school when assigned by the Police Department if the member is not scheduled to work on that date. For the purposes of the twelve-hour schedule, a school day shall be recognized as an hour for hour day. This shall also be the same for an employee attending a police related school on his/her eight (8) hour day. The tour of duty may be adjusted by the Chief or his/her representative.
  2. The Township shall reimburse all members, while attending a police related school or court, for using his/her own vehicle at a rate of thirty two and one-half cents (\$.325) per mile plus tolls.
- B. Each member shall have access to his/her personnel file at reasonable times under the supervision of the Township's designated personnel officer or personnel clerk. Employees shall receive a copy of all evaluations, letters, etc., which are to be placed in their file. An employee who receives a written reprimand shall have that document removed from his/her personnel file following a period of eighteen (18) months from the date of reprimand, provided that no infraction of a similar nature has occurred within the eighteen (18) month period.
- C. Each member shall receive a copy of this Agreement and a copy of the Department rules and regulations.
- D. A delegation from the Department consisting of two (2) officers may attend funerals of police officers who are slain in the performance of their duties within the State of New Jersey or a seventy-five (75) mile radius from any point in New Jersey, but limited to the states of Maryland, Delaware, New York, and Pennsylvania. A third officer may attend with the approval of the Chief of Police provided that no overtime will be incurred by including said third officer in the delegation. All expenses of the vehicle will be paid for by the Township and, when possible, the vehicle will be a marked one.
- E. Only qualified members of the Police Department will be permitted to carry a gun. Qualification will be made by a certified range instructor at least two (2) times per year.

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- F. Nothing in this Agreement shall be construed to deny to the members any rights which were obtained prior to the date hereof and which may not have been included into the terms thereof.
- G. All patrolmen will be evaluated every six (6) months by their superior, and this report shall become a part of their permanent file. Each officer shall be provided a copy of any such evaluation.
- H. The Employer and Employee shall be subject to the provisions and guidelines set forth by the "Law Enforcement Officers' Protection Act," and amendments related thereto.
- I. All requests by members for time off shall be returned promptly after the receipt of such request by the Chief of Police.
- J. At the discretion of the Chief of Police, each member may be granted up to two (2) calendar days with pay per year to attend seminars, conferences, meetings, etc., on matters relating to police work. Such leave must be approved in advance by the Chief.
- K. In circumstances where a member resigns, retires or otherwise separates in good standing from employer and thereafter is duly re-employed as a police officer in accordance with the re-employment procedures provided for in the rules and regulations of the New Jersey Department of Personnel, the "hire date" or "anniversary date of hire" for purposes of eligibility for the benefits contained in this agreement shall be the member's original hire date previous to re-employment.
- L. For purposed of this agreement, a "full-time" employee is defined to mean an employee who regularly works thirty-five (35) or more paid hours per week. A "part-time" employee is defined to mean an employee who regularly works less than thirty-five (35) paid hours per week. In the event the employer hires or employs permanent, part-time employee as a "police officer" or sergeant of police," said employee shall be entitled to a change in work status from part-time to full-time commencing with the employee's fourth (4<sup>th</sup>) year of service unless the employee otherwise waives full-time employment in writing to the Chief of Police with a copy to PBA, Local 295.

*ARTICLE XX*

**COLLEGE INCENTIVE**

- A. COLLEGE INCENTIVE: The Township and the Association agree that the amount and quality of an employee's education often determines the value of his/her contribution to the community and the degree of proficiency with which he/she performs his/her duties. In order to provide an incentive to encourage employees to achieve the advantages of higher education, the Township agrees to reimburse all members eligible for education incentives for courses in an approved program leading to a degree in law enforcement and related fields.
- B. All courses must have prior written approval from the Chief of Police. A maximum of four (4) courses per year may be taken.
- C. One hundred percent (%100) of the tuition and books will be reimbursed.
- D. The member must pass the course with a grade of at least a "C" in order to receive reimbursement.
- E. Upon completion of the course, the information shall be provided to the Chief of Police and forwarded to the Treasurer for payment in the next pay period.
- F. The employee agrees that all courses shall be scheduled during the employee's personal time and shall not conflict with the employee's work schedule.
- G. This Article shall operate prospectively only.
- H. If the employee shall leave his/her position with the Little Egg Harbor Township Police Department within two (2) years of receipt of payment of said tuition monies and book reimbursement from the Township, said employees shall be obligated to repay said tuition payments and book monies to the Township in full within thirty (30) days of his/her departure.

*ARTICLE XIX*

**COMPLETENESS OF AGREEMENT**

This Agreement constitutes the entire collective bargaining agreement between the parties and contains all the benefits the employees are entitled to receive notwithstanding the established past practices in existence prior to this contract, and includes and settles for the term of the Agreement all matters which were or might have been raised in all collective bargaining negotiations leading to the signing and execution of this Agreement.


**Policeman's Benevolent Association, Local 295**

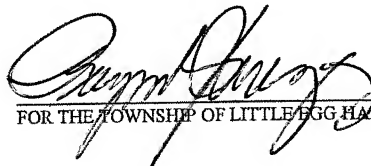
***ARTICLE XXI***

**DURATION**

This Agreement shall be effective and remain in full force and effect from January 1, 2007 through December 31, 2009.

IN WITNESS WHEREOF, the parties have hereto cause these presents to be signed by their proper officials.

  
\_\_\_\_\_  
FOR THE POLICEMAN'S BENEVOLENT ASSOCIATION, LOCAL 295

  
\_\_\_\_\_  
FOR THE TOWNSHIP OF LITTLE EGGS HARBOR

## SCHEDULE A

<b><u>STEP</u></b>	<b><u>2007</u></b>	<b><u>2008</u></b>	<b><u>2009</u></b>
PRE-ACADEMY	\$35,697	\$36,946	\$38,240
ACADEMY GRADUATE	\$44,694	\$46,258	\$47,877
START OF SECOND YEAR	\$56,883	\$58,874	\$60,935
START OF THIRD YEAR	\$61,527	\$63,680	\$65,909
START OF FOURTH YEAR	\$69,653	\$72,091	\$74,614
START OF FIFTH YEAR	\$75,457	\$78,098	\$80,832
START OF SIXTH YEAR	\$85,680	\$88,679	\$91,782
SERGEANT (YEARS 1-3)	\$95,961	\$99,320	\$102,796
SERGEANT (4 YEARS AND UP)	\$98,532	\$101,980	\$105,550